

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION**

BABCOX MEDIA, INC.	)	CASE NO. 5:19-cv-01786
	)	
PLAINTIFF,	)	
vs.	)	Judge LIOI
	)	
	)	
TFI ENVISION, INC., ET AL.	)	
	)	<b>AMENDED COMPLAINT</b>
DEFENDANTS,	)	
	)	
and	)	
	)	
SEAN-PATRICK HILLMAN	)	
455 WEST 37 <sup>TH</sup> STREET, APT 2202	)	
NEW YORK, NY 10018-4793	)	
	)	
HILLSTORY MEDIA	)	
455 WEST 37 <sup>TH</sup> STREET, APT 2202	)	
NEW YORK, NY 10018-4793	)	
	)	
NEW PARTY	)	
DEFENDANTS	)	
	)	

NOW COMES Plaintiff Babcox Media, Inc. ("Babcox"), by counsel, and pursuant to Civil Rule 15 and the November 7, 2019 Order of this Honorable Court, for its Amended Complaint against Defendants TFI Envision, Inc., Hillcorp, LLC and New Party Defendants Sean-Patrick Hillman and HillStory Media, hereby states, alleges and avers as follows:

**PARTIES**

1) Plaintiff Babcox Media, Inc. ("Babcox") is an Ohio corporation in good standing, Entity No. 1886468, with its principal place of business located in Akron, Ohio.

2) Defendant TFI Envision, Inc. (“TFI”) is named a Defendant herein. TFI is a Connecticut Corporation, Business ID No. 0090141, with a principal place of business located in Norwalk, Connecticut.

3) Defendant Hillcorp, LLC (“Hillcorp”) is named a Defendant herein. Hillcorp is a Delaware limited liability company, File No. 6131123, with its principal place of business located in New York, New York.

4. New Party Defendant Sean-Patrick Hillman (“Hillman”) is named a Defendant herein. Upon information and belief, Hillman is a resident of New York, New York, doing business by and through New Party Defendant Hillstory Media (“HillStory”) and Defendant Hillcorp. To the extent that HillStory is a valid corporate entity, it is also named a New-Party Defendant herein.

### **JURISDICTION AND VENUE**

5. The court has diversity jurisdiction pursuant to 28 U.S.C. § 1332(A) because there is complete diversity of citizenship between the parties, and the amount in controversy exceeds \$75,000, exclusive of costs and interest. Personal jurisdiction and venue are proper in this judicial district because, *inter alia*, the Defendants transacted substantial business in this district, had substantial contacts with this district, engaged in tortious conduct in this district, and a substantial part of the events or omissions giving rise to Plaintiff’s claims occurred in this district.

### **FACTUAL ALLEGATIONS**

6. Plaintiff Babcox is supplier of media services in Ohio and elsewhere, including paper and on line publications, which, acting in conjunction with advertising and media placement

companies such as the Defendants, connects brand marketers with niche audiences in the automotive, auto care, power sports and truck fleet markets.

7. Defendant TFI is an advertising agency and media buyer for clients, including but not limited to, those who wish to place automotive advertising in media created, controlled and distributed by Babcox in Ohio and elsewhere, and is responsible to ensure that funds received from advertisers to pay for TFI orders are paid to Plaintiff for its services.

8. TFI has negotiated and entered into numerous agreements with Plaintiff in Ohio, bought and placed direct client advertising with Babcox in Ohio on numerous occasions between 2015 and 2019, paid Plaintiff for advertising services performed in Ohio pursuant to TFI's orders, and otherwise transacted business in this state on its own behalf, and in conjunction with its agents Defendants Hillman, HillStory and/or Hillcorp. Defendants Hillman, HillStory and Hillcorp are sometimes collectively referred to herein as "the Hillman Defendants."

9. Plaintiff has provided media services for many years for advertisers such as Standard Motor Products ("SMP") and Old World Industries, including for orders placed between 2015 and May of 2019 by Defendant TFI individually, and jointly by TFI and its agents the Hillman Defendants.

10. Upon information and belief, the Hillman Defendants provide advertising and media buying services and ostensibly have expertise in the placement of electronic media in various on line platforms, and worked in conjunction with, and as agent for, Defendant TFI with respect to the advertising orders giving rise to this action. Prior to the transactions described herein where TFI worked in conjunction with the Hillman Defendants, Babcox had never heard of or done business with the Hillman Defendants.

11. In 2018, Defendant TFI contacted Babcox about placing various advertisements for

advertisers SMP and Old World Industries in certain of Plaintiff's media platforms, stating it was working in association with its online advertising agent the Hillman Defendants, with the understanding that the Defendants would place orders, receive payment for Babcox's advertising services from the advertisers and forward those funds to Plaintiff upon completion of its work.

12. Consistent with TFI's representations, Plaintiff received Orders from the Defendants, bearing both the TFI and HillStory letterhead logos, for approximately 80 separate advertisements in a variety of media platforms. True and accurate copies of the subject TFI/HillStory Orders are attached hereto as Exhibit 1.

13. The TFI/HillStory Orders represented in pertinent part that "HillStory Media will bill the advertiser, and upon receipt of payment due, will remit the amount due to media vendor [Babcox] upon payment due date."

14. Babcox fully performed all media services required under the TFI/HillStory Orders.

15. Upon information and belief based on Defendants statements, the advertisers fully paid the Defendants for Plaintiff's work reflected in the TFI/HillStory Orders; however, the Defendants failed to forward those funds to Babcox for its services upon the payment due dates, or at any other time.

16. Despite repeated attempts to obtain payment for its work, and countless oral and written promises that all of Defendants' Orders would be paid, TFI and the Hillman Defendants have failed and refused to compensate Babcox for its work.

**COUNT I**  
**(Breach of Contract)**

17. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 16, inclusive, above, as if fully rewritten herein.

18. Defendants placed Orders for Plaintiff to perform approximately 80 separate publication services, and Babcox fully, properly and faithfully performed all material aspects and conditions precedent of those Orders.

19. Despite receiving payment from the advertisers for Plaintiff's work, Defendants violated their agreements with Babcox by failing to pay for the Orders they placed, and are thus in material breach of contract.

20. As a direct, proximate and foreseeable result of Defendants' breach of contract, Plaintiff is entitled to recover actual damages in the amount not less than \$113,106.86, plus interest, attorneys' fees and the costs of this action.

**COUNT II**  
**(Unjust Enrichment)**

21. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 20, inclusive, above, as if fully rewritten herein.

22. Plaintiff provided valuable services to the Defendants at their request, which resulted in profits to TFI and the Hillman Defendants.

23. Defendants requested and accepted the benefit of Babcox's publication services, yet failed and refused to pay Plaintiff for same, despite receiving payment from the advertisers, and making repeated promises to pay.

24. As a result of the foregoing, Defendants have been unjustly enriched and Babcox has suffered a harsh, unreasonable forfeiture.

25. As a direct, proximate and foreseeable result of Defendants' unjust enrichment, Plaintiff is entitled to recover actual damages an amount not less than \$113,106.86, plus interest, attorneys' fees and the costs of this action.

**COUNT III**  
**(Fraud - The Hillman Defendants)**

26. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 25, inclusive, above, as if fully rewritten herein.

27. The Hillman Defendants made material misrepresentations to Plaintiff with knowledge of falsity or reckless disregard for the truth, with the intent to mislead, including but not limited to, that Babcox would be paid when the Hillman Defendants received payment from the advertisers for Plaintiff's work.

28. Plaintiff reasonably relied on the Hillman Defendants' misrepresentations to its detriment, and fully performed the publication services requested, and sustained damages proximately caused thereby when the Defendants received advertiser payments for Babcox's work which they failed to forward to Plaintiff.

29. As a direct, proximate and foreseeable result of the Hillman Defendants' fraudulent conduct, Plaintiff is entitled to recover actual damages an amount not less than \$113,106.86, plus punitive damages, interest, attorneys' fees and the costs of this action.

**COUNT IV**  
**(Conversion - The Hillman Defendants)**

30. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 29, inclusive, above, as if fully rewritten herein.

31. The Hillman Defendants received readily identifiable funds from advertisers for the express purpose of paying Plaintiff for its publication services, but rather than paying Babcox with those funds, wrongly exerted control over them and retained, disposed or converted the money for their own purposes.

32. The Hillman Defendants have failed and refused to forward the money they received

for Plaintiff's services to Babcox, despite due demand and repeated promises of payment.

33. The Hillman Defendants' conversion of Plaintiff's money was willful, wanton and/or taken in conscious disregard for the great probability of harm to Babcox thereby.

34. As a direct, proximate and foreseeable result of the Hillman Defendants' conversion, Plaintiff is entitled to recover actual damages in an amount not less than \$113,106.86, plus punitive damages, interest, attorneys' fees and the costs of this action.

#### **COUNT V**

##### **(Declaratory Judgment – To Pierce Corporate Veil - The Hillman Defendants)**

35. Plaintiff incorporates the allegations set forth in Paragraphs 1 through 34, inclusive, above, as if fully rewritten herein.

36. Upon information and belief, Defendant Sean-Patrick Hillman is the controlling owner, officer, shareholder and/or member of Defendant Hillcorp and HillStory, if HillStory is actually a valid corporate entity, and was actively and personally involved in the conduct giving rise to Plaintiff's claims.

37. Defendant Sean-Patrick Hillman exercised such complete control over Defendants Hillcorp and HillStory such that they had no separate mind, will or existence of their own, were a mere façade, and were his alter ego.

38. Defendant Hillman exercised control over Defendants Hillcorp and HillStory in such a manner as to commit fraud, illegal acts and/or similarly unlawful conduct against Babcox, including but not limited to, converting the money received from advertisers to pay for Plaintiff's services for his own use.

39. Injury and unjust loss resulted to the Plaintiff from Defendant Hillman's control and the fraudulent, illegal and/or wrongful acts committed by and through his corporate entities.

40. Defendants Hillcorp and HillStory, upon information and belief, failed to perform the corporate formalities and separation of finances, necessary to preserve their corporate status.

41. Plaintiff requests that the court pierce the corporate veil of Defendants Hillcorp and HillStory, and enter a finding declaring that Defendant Sean-Patrick Hillman is personally liable to the Plaintiff for all damages sustained by Babcox herein.

**DEMAND FOR RELIEF**

WHEREFORE, Plaintiff Babcox Media, Inc. prays for judgment: (1) against Defendants TFI Envision, Inc., Hillcorp, LLC, HillStory Media and Sean-Patrick Hillman, jointly and severally, for actual damages in an amount not less than \$113,106.86, plus interest, attorney fees and the costs of this action; (2) punitive damages against the Hillman Defendants; and, (3) a declaration that Plaintiff is entitled to pierce the corporate veil and hold Defendant Sean-Patrick Hillman personally liable for any judgment awarded in favor of Plaintiff against his corporate entities.

Respectfully submitted,

Weltman Weinberg & Reis Co. LPA

S:/Roy J. Schechter

Scott S. Weltman (0044173)  
Roy J. Schechter (0034689)  
323 Lakeside Place Suite 200  
Cleveland, OH 44113  
(216) 685-1062  
Fax (216) 363-6914  
rschechter@weltman.com  
Counsel for Plaintiff



**CERTIFICATE OF SERVICE**

A copy of the foregoing was filed on the 11<sup>th</sup> day of November, 2019, and served electronically upon Counsel of record by the Court's electronic filing system on the day this Amended Complaint was accepted for filing; Defendant Hillcorp was served by ordinary mail:

Scott D. Simpkins  
sdsimp@climacolaw.com  
CLIMACO, WILCOX, PECA, & GAROFOLI CO., L.P.A.  
55 Public Square, Suite 1950 Cleveland, Ohio 44113  
Telephone: (216) 621-8484  
Facsimile: (216) 771-1632

Alexander Mirkin  
amirkin@offitkurman.com  
OFFIT KURMAN  
10 E. 40th Street 25th Floor  
New York, NY 10016  
Telephone: (212) 545-1900  
Facsimile: (212) 545-1656

Attorneys for Defendant TFI Envision, Inc.

Hillcorp, LLC  
311 West 43<sup>rd</sup> Street Suite 14-131  
New York, NY 10019

S:/Roy J. Schechter

## PURCHASE ORDER

**Date:** 3/22/18  
**Order Ref. #:** PEAKBAB032218-1  
**Advertiser:** Old World Industries, LLC.  
**Product:** Peak Anti-Freeze / Coolant

**Vendor:** Babcox Media, Inc.  
**Contact:** Mike Maleski  
**Phone:** 330-670-1234 x219  
**Email:** mmaleski@babcox.com

## PRINT PLACEMENTS

IO#	Publication / Placement	Start Date	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Editorial	Media	Net Media Cost (USD)	Insertions	Circulation
IOPEAK2018-PCTM01	Counterman	5/1/18	May	4/17/18	4/24/18	P4C	Adjacent to Antifreeze Editorial	Antifreeze: Coolant has become a "forgotten fluid" thanks to long life additives.	Print	\$3,995	1	38,176
IOPEAK2018-PCTM02	Counterman	9/1/18	September	8/17/18	8/24/18	P4C	Opposite Relevant Editorial OR RHP Front of Book	P.A.R.T.S. (Professional Automotive Repair Technician Survey)	Print	\$3,995	1	38,176
IOPEAK2018-PCTM03	Counterman	10/25/18	October	9/28/18	10/5/18	P4C	Adjacent to Cooling System (Potential Topic) Editorial	APEX Show Issue, ASE P2 Test Prep Guide	Print	\$3,995	1	38,176

<b>Total Media Cost:</b>	<b>\$11,985.00</b>
<b>Payment Due:</b>	<b>Net 30 Days</b>

## ADDITIONAL INSTRUCTIONS

**Send Invoices To:**  
 hillSTORY Media  
 1776 Broadway Suite 1610  
 New York, NY 10019

**Contact:**  
 Sean Jareck  
 212.246.5520  
 sjareck@hillstory.com

**Creative Agency:**  
 TFI Envision, Inc.  
 111 Westport Avenue  
 Norwalk, CT 06851

**Contact:**  
 Liz Ball  
 203.845.0700  
 liz@tfienvision.com

*Sean Jareck*

hillSTORY Media Authorized Signature

3/22/2018

Date

## TERMS

**Materials:** Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

**Invoices:** All invoices must be sent to hillSTORY Media only at the address above and NOT to advertiser. Include PO Number on all invoices, otherwise invoice will be sent back without processing.

**Other Terms:** hillSTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hillSTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hillSTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This IO is for a one time order only and hillSTORY Media may change, modify or cancel any or all parts of this IO without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hillSTORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor neither hillSTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by all terms and conditions contained in this IO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.



# hi:STORY | MEDIA

1776 Broadway | Suite 1610 | New York, NY | 10019

**TFI | envision**

**REAL CONNECTION TO CONVERSION AGENCY**

## INSERTION ORDER

**Order Ref. #:** SMPBAB122017  
**Advertiser:** Standard Motor Products  
**Contact:** Sean Jareck  
**Phone:** 212 246 5520  
**Email:** sjareck@hi:story.com

**Date:** 12/21/17  
**Vendor:** Babcox Media, Inc.  
**Contact:** Mike Maleski  
**Phone:** 330-670-1234 x219  
**Email:** mmaleski@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

**Payment Due Date:** Net 30 Days  
**Total Payment Due:** \$10,285.00

hi:STORY Authorized Signature: Sean Jareck

ID#	Publication / Placement	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Media	Gross Media Cost (USD)	Editorial	# Ins / Length of Placement	Circ / Imps	\$-New, Subs.
IOSMP2018D30-01	aftermarketNews Daily Newsletter	1/16/18-1/31/18	12/20/17	1/5/18	605x80 JPG, GIF, or PNG Click-thru URL	Pos. 4	Digital	\$1,100.00	n/a	1x 2-week Block	---	8,700
IOSMP2018D31-01	aftermarketNews Global Newsletter	1/2/18-1/15/18	12/20/17	12/22/17	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 1	Digital	\$1,100.00	n/a	1x 2-week Block	---	16,000
IOSMP2018D31-02	aftermarketNews Global Newsletter	1/16/18-1/31/18	12/20/17	1/5/18	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 1	Digital	50.00	n/a	1x 2-week Block	---	16,000
IOSMP2018D300-01	AftermarketNews.com	January	12/20/17	12/22/17	728x90	Pos. C	Digital	\$1,100.00	n/a	1-Month	42,000	---
IOSMP2018D320-01	BrakeAndFrontEnd.com	January	12/20/17	12/22/17	728x90	Pos. B	Digital	\$1,100.00	n/a	1-Month	27,000	---
IOSMP2018D32-01	Brake & Front End Newsletter	1/8/18-1/15/18	12/14/17	12/22/17	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 1	Digital	\$1,100.00	n/a	1-Week (Mon)	---	24,065
IOSMP2018D330-01	Counterman.com	January	12/20/17	12/22/17	728x90	Dynamic	Digital	\$1,100.00	n/a	1-Month	27,000	---
IOSMP2018D330-10	Counterman.com Parallel	1/15/18-1/21/18	12/20/17	1/5/18	Parallax: 700x1000 Scrolls thru a 700x250 window	ROS	Digital	\$1,100.00	n/a	1-Week	8,000	---
IOSMP2018D340-01	Import-Car.com	January	12/20/17	12/22/17	728x90	Pos. A	Digital	\$1,100.00	n/a	1-Month	37,000	---
IOSMP2018D35-01	Tire Review Newsletter	January	12/20/17	12/22/17	300x250	Pos. 1	Digital	\$1,100.00	n/a	1-Month	---	17,762
IOSMP2018D350-01	TireReview.com	January	12/20/17	12/22/17	728x90	Pos. A	Digital	\$1,100.00	n/a	1-Month	27,000	---
IOSMP2018D37-01	Underhood Service Newsletter	1/15/18-1/21/18	12/20/17	1/5/18	300x250 JPG, GIF, or PNG Click-thru URL	Pos. 2	Digital	\$1,100.00	n/a	1-Week Block	---	28,382
<b>Total Net Media Cost:</b>		<b>\$10,285.00</b>										

## ADDITIONAL INSTRUCTIONS

**Send Invoices To:**  
 hi:STORY Media  
 1776 Broadway Suite 1610  
 New York, NY 10019

**Contact:** Sean Jareck  
**Phone:** 212 246 5520  
**Email:** sjareck@hi:story.com

**Creative Agency:**  
 TFI Envision, Inc.  
 111 Westport Avenue  
 Norwalk, CT 06851  
**Contact:** Catherine Smith  
**Phone:** 203.845.0700 x10  
**Email:** catherine@tfienvision.com

## TERMS

**Materials:** Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

**Invoices:** All invoices must be sent to hi:STORY Media only at the address above and NOT to advertiser. The order PO number on all invoices. Otherwise invoice will be sent back without processing.

**Other Terms:** hi:STORY Media acts only as agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hi:STORY Media will bill the advertiser and, upon receipt of payment, will remit the amount due to media vendor upon payment due date. If hi:STORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This PO is for a one-time insertion order only. Any unauthorized or incorrect insertion will be the responsibility of the media vendor and not hi:STORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor, neither hi:STORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this PO, the media vendor understands and agrees to be bound by all terms and conditions contained in this PO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

## INSERTION ORDER

**Order Ref. #:** SMPB8011018  
**Advertiser:** Standard Motor Products  
**Contact:** Sean Jareck  
**Phone:** 212.246.5520  
**Email:** sjareck@hillstory.com

**Date:** 1/12/18  
**Vendor:** Babcox Media, Inc  
**Contact:** Mike Malesski  
**Phone:** 330.670.1234 x219  
**Email:** mmalesski@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

**Payment Due Date:** Net 30 Days  
**Total Payment Due:** \$17,323.00

HillStory Authorized Signature: Sean Jareck

IO#	Publication / Placement	Issue / Run Date	Space Closing	Material Closing	Units	Position	Media	Gross Media Cost (USD)	Editorial	# Lns / Length of Placement	Circ / Imps	E-New. Sub.
D30-02	aftermarketNews Daily Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	605x80	Pos. 8	Digital	\$1,100.00	---	1x 2-week Block	---	8,200
D31-03	aftermarketNews Global Newsletter	2/1/18-2/15/18	1/2/18	1/15/18	300x250	Pos. 1	Digital	\$1,100.00	---	1x 2-week Block	---	16,000
D31-04	aftermarketNews Global Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	300x250	Pos. 1	Digital	\$0.00	---	1x 2-week Block	---	16,000
D310-01	AftermarketNews.com (Premium Pushdown)	2/28/18-3/4/18	1/22/18	2/5/18	Pushdown: 900x450, 900x150	Top of Page	Digital	\$1,100.00	---	1 week Block	16,000	---
D32-02	Brake & Front End Newsletter	2/1/18-2/14/18	1/4/18	1/18/18	300x250	Pos. 3 in Wk 1; Pos. 1 in Wk 2	Digital	\$1,100.00	---	1-Week (Thu)	---	24,065
D320-02	BrakeAndFrontEnd.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 month	27,000	---
D33-01	Counterman Newsletter	2/16/18-2/28/18	1/15/18	2/1/18	300x250	Pos. 4	Digital	\$1,100.00	---	1x 2-week Block	---	24,000
D330-02	Counterman.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 month	27,000	---
D340-02	ImportCar.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 Month	37,000	---
D35-02	Tire Review Newsletter	February	1/2/18	1/15/18	300x250	Pos. 3	Digital	\$1,100.00	---	1 Month	---	17,762
D350-02	TireReview.com	February	1/2/18	1/15/18	728x90	Pos. A	Digital	\$1,100.00	---	1 Month	27,000	---
D37-02	Underhood Service Newsletter	2/5/18-2/11/18	1/5/18	1/15/18	300x250	Pos. 1	Digital	\$1,100.00	---	1 week Block	---	26,382
D37-03	Underhood Service Newsletter	2/26/18-3/4/18	1/26/18	2/5/18	300x250	Pos. 3	Digital	\$1,100.00	---	1 week Block	---	26,382
D370-01	UnderhoodService.com	February	1/2/18	1/15/18	728x90	Dynamic	Digital	\$1,100.00	---	1 Month	95,000	---
P34-01	ImportCar	February	1/23/18	1/30/18	P4C	RHP adjacent to TPMS Editorial	Print	\$3,040.00	TPMS Tech: Audi	1	27,075	---
P35-01	Tire Review	February	1/18/18	1/23/18	P4C	RHP adjacent to TPMS Editorial	Print	\$3,040.00	Tire Focus: Winter Tires • Tire Service 101: Rotation	1	32,229	---
<b>Total Net Media Cost:</b>		<b>\$17,323.00</b>										

## ADDITIONAL INSTRUCTIONS

**Send Invoices To:**  
HillStory Media  
1776 Broadway Suite 1610  
New York, NY 10019

**Contact:** Sean Jareck  
**Phone:** 212.246.5520  
**Email:** sjareck@hillstory.com

**Creative Agency:**  
TFI Envision, Inc  
111 Westport Avenue  
Norwalk, CT 06851

**Contact:** Catherine Smith  
**Phone:** 203.845.0700 x10  
**Email:** catherine@tfienvision.com

## TERMS

**Materials:** Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Material's Due Date listed above unless otherwise specified.

**Invoices:** All invoices must be sent to HillStory Media only at the address above and NOT to advertiser. Include PO Number on all invoices, otherwise invoice will be sent back without processing.

**Other Terms:** HillStory Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. HillStory Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If HillStory Media does not receive payment from the advertiser before the Material's Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This PO is for a one-time insertion order only. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not HillStory Media or advertiser. If the advertiser cannot be reached due to any fault of the media vendor neither HillStory Media nor advertiser shall be responsible for payment for the advertisement. By accepting this PO, the media vendor understands and agrees to be bound by all terms and conditions contained in this PO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No addendum or conflicting terms in any other documents or correspondence shall apply.

## INSERTION ORDER - NEWSLETTER PLACEMENTS

Order Ref. #: SMPBA8020518-2  
Advertiser: Standard Motor Products  
Contact: Sean Jareck  
Phone: 212 246.5520  
Email: sjareck@hillstory.com

Date: 2/3/18 Revised  
Vendor: Babcox Media, Inc.  
Contact: Mike Maleski  
Phone: 330-670-1234 x219  
Email: mmaleski@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

Payment Due Date: Net 30 Days  
Total Payment Due: \$68,255.00

HISTORY Authorized Signature: Sean Jareck

ICW IOSMP2018	Publication / Placement	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Digital Media	Gross Media Cost (USD)	Length of Placement	E-News Subs
D30-03	aftermarketNews Daily Newsletter	3/16/18-3/31/18	2/15/18	2/28/18	605x80 or Text ad	Pos. 9	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-04	aftermarketNews Daily Newsletter	5/1/18-5/15/18	4/2/18	4/17/18	605x80 or Text ad	Pos. 6	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-05	aftermarketNews Daily Newsletter	6/1/18-6/15/18	5/1/18	5/15/18	605x80 or Text ad	Pos. 9	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-06	aftermarketNews Daily Newsletter	7/1/18-7/31/18	6/15/18	6/29/18	605x80 or Text ad	Pos. 6	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-07	aftermarketNews Daily Newsletter	9/1/18-9/30/18	8/16/18	8/31/18	605x80 or Text ad	Pos. 8	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-08	aftermarketNews Daily Newsletter	10/1/18-10/31/18	9/17/18	10/1/18	605x80 or Text ad	Pos. 4	Newsletter	\$1,100.00	1x 2-week Block	8,200
D30-09	aftermarketNews Daily Newsletter	11/1/18-11/15/18	10/1/18	10/15/18	605x80 or Text ad	Pos. 10	Newsletter	\$1,100.00	1x 2-week Block	8,200
D31-05	aftermarketNews Global Newsletter	3/1/18-3/15/18	2/1/18	2/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-06	aftermarketNews Global Newsletter	3/16/18-3/31/18	2/16/18	2/28/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-07	aftermarketNews Global Newsletter	4/1/18-4/15/18	3/1/18	3/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-08	aftermarketNews Global Newsletter	4/16/18-4/30/18	3/16/18	4/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-09	aftermarketNews Global Newsletter	5/1/18-5/15/18	4/2/18	4/17/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-10	aftermarketNews Global Newsletter	5/16/18-5/31/18	4/16/18	5/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-11	aftermarketNews Global Newsletter	6/1/18-6/15/18	5/1/18	5/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-12	aftermarketNews Global Newsletter	6/16/18-6/30/18	5/16/18	6/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-13	aftermarketNews Global Newsletter	7/1/18-7/15/18	6/1/18	6/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-14	aftermarketNews Global Newsletter	7/16/18-7/31/18	6/15/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-15	aftermarketNews Global Newsletter	8/1/18-8/15/18	7/2/18	7/16/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-16	aftermarketNews Global Newsletter	8/16/18-8/31/18	7/16/18	8/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-17	aftermarketNews Global Newsletter	9/1/18-9/15/18	8/1/18	8/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-18	aftermarketNews Global Newsletter	9/16/18-9/30/18	8/16/18	8/31/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-19	aftermarketNews Global Newsletter	10/1/18-10/15/18	8/30/18	9/14/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-20	aftermarketNews Global Newsletter	10/16/18-10/31/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-21	aftermarketNews Global Newsletter	11/1/18-11/15/18	10/1/18	10/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-22	aftermarketNews Global Newsletter	11/16/18-11/30/18	10/16/18	11/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D31-23	aftermarketNews Global Newsletter	12/1/18-12/15/18	11/1/18	11/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	16,000
D31-24	aftermarketNews Global Newsletter	12/16/18-12/31/18	11/16/18	11/30/18	300x250 or Text ad	Pos. 1	Newsletter	\$0.00	1x 2-week Block	16,000
D32-03	Brake & Front End Newsletter	3/12/18-3/18/18	2/12/18	2/26/18	300x250 or Text ad	Pos. 4	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-04	Brake & Front End Newsletter	4/2/18-4/8/18	3/5/18	3/19/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-05	Brake & Front End Newsletter	4/30/18-5/6/18	4/2/18	4/16/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-06	Brake & Front End Newsletter	6/11/18-6/17/18	5/14/18	5/28/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-07	Brake & Front End Newsletter	7/1/18-7/27/18	6/18/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-08	Brake & Front End Newsletter	8/20/18-8/26/18	7/23/18	8/6/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-09	Brake & Front End Newsletter	9/10/18-9/16/18	8/13/18	8/27/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-10	Brake & Front End Newsletter	9/24/18-9/30/18	8/27/18	9/10/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-11	Brake & Front End Newsletter	10/15/18-10/21/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D32-12	Brake & Front End Newsletter	11/5/18-11/11/18	10/8/18	10/22/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1-Week (Mon)	24,065
D33-02	Counterman Newsletter	3/16/18-3/30/18	2/16/18	2/28/18	300x250 or Text ad	Pos. 7	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-03	Counterman Newsletter	4/3/18-4/15/18	3/1/18	3/15/18	300x250 or Text ad	Pos. 4	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-04	Counterman Newsletter	4/16/18-4/30/18	3/16/18	4/2/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-05	Counterman Newsletter	5/1/18-5/15/18	4/2/18	4/17/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-06	Counterman Newsletter	5/16/18-5/31/18	4/16/18	5/1/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-07	Counterman Newsletter	6/1/18-6/15/18	5/1/18	5/15/18	300x250 or Text ad	Pos. 3	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-08	Counterman Newsletter	6/16/18-6/30/18	5/16/18	6/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-09	Counterman Newsletter	7/1/18-7/31/18	6/15/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-10	Counterman Newsletter	8/1/18-8/31/18	7/16/18	8/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-11	Counterman Newsletter	9/1/18-9/30/18	8/16/18	8/31/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
D33-12	Counterman Newsletter	10/1/18-10/31/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1x 2-week Block	24,000
D34-01	ImportCar Newsletter	3/5/2018-3/11/18	2/5/18	2/19/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,000.00	1 week Block	21,418
D34-02	ImportCar Newsletter	3/26/18-4/1/18	2/26/18	3/12/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-03	ImportCar Newsletter	4/2/18-4/8/18	3/5/18	3/19/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-04	ImportCar Newsletter	4/23/18-4/29/18	3/16/18	4/9/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-05	ImportCar Newsletter	5/7/18-5/13/18	4/9/18	4/23/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-06	ImportCar Newsletter	6/4/18-6/10/18	5/7/18	5/21/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418

D34-07	ImportCar Newsletter	6/18/18-6/24/18	5/21/18	6/4/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-08	ImportCar Newsletter	7/9/18-7/15/18	6/11/18	6/25/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-09	ImportCar Newsletter	8/13/18-8/19/18	7/16/18	7/30/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,000.00	1 week Block	21,418
D34-10	ImportCar Newsletter	9/3/18-9/9/18	8/6/18	8/20/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-11	ImportCar Newsletter	9/24/18-9/30/18	8/27/18	9/10/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,000.00	1 week Block	21,418
D34-12	ImportCar Newsletter	10/15/18-10/21/18	9/17/18	10/1/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	21,418
D34-13	ImportCar Newsletter	10/29/18-11/4/18	10/1/18	10/15/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	21,418
D34-14	ImportCar Newsletter	11/5/18-11/11/18	10/8/18	10/22/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	21,418
D35-03	Tire Review Newsletter	April	3/1/18	3/15/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-04	Tire Review Newsletter	May	4/2/18	4/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-05	Tire Review Newsletter	July	6/1/18	6/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	17,762
D35-06	Tire Review Newsletter	August	7/2/18	7/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-07	Tire Review Newsletter	September	8/1/18	8/15/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D35-08	Tire Review Newsletter	October	8/31/18	9/14/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 Month	17,762
D36-01	Tomorrow's Tech Newsletter	April	3/1/18	3/15/18	300x250 or Text ad	Pos. 6	Newsletter	\$1,100.00	1 Month	16,000
D36-02	Tomorrow's Tech Newsletter	May	4/2/18	4/16/18	300x250 or Text ad	Pos. 5	Newsletter	\$1,100.00	1 Month	16,000
D36-03	Tomorrow's Tech Newsletter	June	5/1/18	5/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
D36-04	Tomorrow's Tech Newsletter	September	8/1/18	8/15/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
D36-05	Tomorrow's Tech Newsletter	October	8/31/18	9/14/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 Month	16,000
D37-04	Underhood Service Newsletter	4/16/18-4/22/18	3/16/18	3/26/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-05	Underhood Service Newsletter	5/7/18-5/13/18	4/6/18	4/16/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-06	Underhood Service Newsletter	6/4/18-6/10/18	5/4/18	5/14/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-07	Underhood Service Newsletter	7/23/18-7/29/18	6/22/18	7/2/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-08	Underhood Service Newsletter	8/27/18-9/2/18	7/27/18	8/6/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-09	Underhood Service Newsletter	9/17/18-9/23/18	8/17/18	8/27/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-10	Underhood Service Newsletter	10/15/18-10/21/18	9/14/18	9/24/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-11	Underhood Service Newsletter	10/29/18-11/4/18	9/28/18	10/8/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-12	Underhood Service Newsletter	11/12/18-11/18/18	10/11/18	10/22/18	300x250 or Text ad	Pos. 2	Newsletter	\$1,100.00	1 week Block	28,382
D37-13	Underhood Service Newsletter	11/26/18-12/2/18	10/26/18	11/5/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
D37-14	Underhood Service Newsletter	12/3/18-12/9/18	11/2/18	11/12/18	300x250 or Text ad	Pos. 1	Newsletter	\$1,100.00	1 week Block	28,382
<b>Total Net Media Cost:</b>		<b>\$68,255.00</b>								

#### ADDITIONAL INSTRUCTIONS

##### Send Invoices To:

hiISTORY Media  
1776 Broadway Suite 1610  
New York, NY 10019

##### Contact:

Sean Jareck  
Phone: 212.246.5520  
Email: sjareck@hiistory.com

##### Creative Agency:

TFI Emission, Inc.  
111 Westport Avenue  
Norwalk, CT 06851

##### Contact:

Catherine Smith  
Phone: 203.845.0700 x10  
Email: catherine@tfi-emission.com

#### TERMS

**Materials:** Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

**Invoicing:** All invoices must be sent to hiISTORY Media only at the address above and NOT to advertiser. Include IO Number on all invoices, otherwise invoice will be sent back without processing.

**Other Terms:** hiISTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hiISTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hiISTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This IO is for a one time order only and hiISTORY Media may change, modify or cancel any or all parts of this IO without penalty upon written notice (via email, facsimile or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hiISTORY Media or advertiser. If the advertisement runs incorrect due to any fault of the media vendor neither hiISTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by all terms and conditions contained in this IO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

## PURCHASE ORDER

**Date:** 3/22/18  
**Order Ref. #:** PEAKBAB032218-1  
**Advertiser:** Old World Industries, LLC.  
**Product:** Peak Anti-Freeze / Coolant

**Vendor:** Babcox Media, Inc.  
**Contact:** Mike Maleski  
**Phone:** 330-670-1234 x219  
**Email:** mmaleski@babcox.com

## PRINT PLACEMENTS

IO#	Publication / Placement	Start Date	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Editorial	Media	Net Media Cost (USD)	Insertions	Circulation
IOPEAK2018-PCTM01	Counterman	5/1/18	May	4/17/18	4/24/18	P4C	Adjacent to Antifreeze Editorial	Antifreeze: Coolant has become a "forgotten fluid" thanks to long life additives.	Print	\$3,995	1	38,176
IOPEAK2018-PCTM02	Counterman	9/1/18	September	8/17/18	8/24/18	P4C	Opposite Relevant Editorial OR RHP Front of Book	P.A.R.T.S. (Professional Automotive Repair Technician Survey)	Print	\$3,995	1	38,176
IOPEAK2018-PCTM03	Counterman	10/25/18	October	9/28/18	10/5/18	P4C	Adjacent to Cooling System (Potential Topic) Editorial	APEX Show Issue, ASE P2 Test Prep Guide	Print	\$3,995	1	38,176

**Total Media Cost:** \$11,985.00

**Payment Due:** Net 30 Days

### ADDITIONAL INSTRUCTIONS

**Send Invoices To:**  
hillSTORY Media  
1776 Broadway Suite 1610  
New York, NY 10019

**Contact:**  
Sean Jareck  
212.246.5520  
sjareck@hillstory.com

**Creative Agency:**  
TFI Envision, Inc.  
111 Westport Avenue  
Norwalk, CT 06851

**Contact:**  
Liz Ball  
203.845.0700  
liz@tfienvision.com

*Sean Jareck*

hillSTORY Media Authorized Signature

3/22/2018

Date

## TERMS

**Materials:** Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

**Invoices:** All invoices must be sent to hillSTORY Media only at the address above and NOT to advertiser. Include PO Number on all invoices, otherwise invoice will be sent back without processing.

**Other Terms:** hillSTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hillSTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hillSTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This IO is for a one time order only and hillSTORY Media may change, modify or cancel any or all parts of this IO without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hillSTORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor neither hillSTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by all terms and conditions contained in this IO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.

## INSERTION ORDER - WEBSITE PLACEMENTS

**Order Ref. #:** SMPB8020518 3  
**Advertiser:** Standard Motor Products  
**Contact:** Sean Jareck  
**Phone:** 212 246.5520  
**Email:** sjareck@hillstory.com

**Date:** 4/20/18 **Revised**  
**Vendor:** Babcox Media, Inc.  
**Contact:** Mike Maleski  
**Phone:** 330-670 1234 x219  
**Email:** mmaleski@babcox.com

See Media Plan Incorporated Herein For Details On Ad Placement.

**Payment Due Date:** Net 30 Days  
**Total Payment Due:** \$70,759.95

HILLSTORY Authorized Signature: *Sean Jareck*

ID#	Publication / Placement	Issue / Run Date	Space Closing	Material Closing	Unit	Position	Digital Media	Gross Media Cost (USD)	Length of Placement	Impressions
D300-02	AftermarketNews.com	March	2/1/18	2/15/18	300x250	Fixed Pos. C	Website	\$1,100.00	1 month	42,000
D300-03	AftermarketNews.com	May	4/2/18	4/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	42,000
D300-04	AftermarketNews.com	June	5/1/18	5/15/18	300x250	Fixed Pos. C	Website	\$1,100.00	1 month	42,000
D300-05	AftermarketNews.com	October	8/31/18	9/14/18	300x250	Fixed Pos. C	Website	\$1,100.00	1 month	42,000
D300-06	AftermarketNews.com	November	10/1/18	10/15/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 month	42,000
D310-03	AftermarketNews.com (Premium Pushdown)	7/23/18 7/29/18	6/18/18	7/2/18	900x450 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D310-04	AftermarketNews.com (Premium Pushdown)	8/27/18 9/3/18	7/23/18	8/6/18	900x450 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D310-05	AftermarketNews.com (Premium Pushdown)	9/17/18 9/23/18	8/13/18	8/27/18	900x450 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D310-06	AftermarketNews.com (Premium Pushdown)	11/19/18 11/25/18	10/15/18	10/29/18	900x450 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D320-03	BrakeAndFrontEnd.com	March	2/1/18	2/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-04	BrakeAndFrontEnd.com	April	3/1/18	3/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D320-05	BrakeAndFrontEnd.com	June	5/1/18	5/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-06	BrakeAndFrontEnd.com	July	6/1/18	6/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-07	BrakeAndFrontEnd.com	September	8/1/18	8/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D320-08	BrakeAndFrontEnd.com	November	10/1/18	10/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D321-01	BrakeAndFrontEnd.com VIDEO	May	3/1/18	4/2/18	Video Sponsorship	Video	Website	\$3,038.00	1 month	73,000
D321-02	BrakeAndFrontEnd.com VIDEO	October	8/1/18	8/15/18	Video Sponsorship	Video	Website	\$4,407.00	1 month	73,000
D330-03	Counterman.com	March	2/1/18	2/15/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 month	27,000
D330-04	Counterman.com	April	3/1/18	3/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D330-05	Counterman.com	July	6/1/18	6/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D330-06	Counterman.com	August	7/2/18	7/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 month	27,000
D330-07	Counterman.com	September	8/1/18	8/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D330-08	Counterman.com	October	8/31/18	9/14/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 month	27,000
D330-09	Counterman.com	November	10/1/18	10/15/18	728x90	Dynamic	Website	\$1,100.00	1 month	27,000
D330-11	Counterman.com PARALLAX	7/23/18 7/29/18	6/25/18	7/9/18	700x1000 700x250	POS	Website	\$1,300.00	1 Week	8,000
D330-12	Counterman.com Premium Pushdown	5/21/18 5/27/18	4/16/18	4/30/18	900x450 900x150	Top of Page	Website	\$1,100.00	1 week Block	18,000
D340-03	Import-Car.com	March	2/1/18	2/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	37,000
D340-04	Import-Car.com	May	4/2/18	4/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	37,000
D340-05	Import-Car.com	July	6/1/18	6/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	37,000
D340-06	Import-Car.com	August	7/2/18	7/16/18	728x90	Dynamic	Website	\$1,100.00	1 Month	37,000
D340-07	Import-Car.com	October	8/31/18	9/14/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	37,000
D340-08	Import-Car.com	November	10/1/18	10/15/18	300x250	Fixed Pos. B	Website	\$1,100.00	1 Month	37,000
D340-09	Import-Car.com	December	11/1/18	11/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	37,000
D341-01	Import-Car.com VIDEO	June	4/2/18	5/1/18	Video Sponsorship	Video	Website	\$3,038.00	1 Month	60,000
D341-02	Import-Car.com VIDEO	September	7/2/18	8/1/18	Video Sponsorship	Video	Website	\$4,407.00	1 Month	50,000
D350-03	TireReview.com	March	2/1/18	2/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	27,000
D350-04	TireReview.com	May	4/2/18	4/16/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	27,000
D350-05	TireReview.com	June	5/1/18	5/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	27,000
D350-06	TireReview.com	July	6/1/18	6/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	27,000
D350-07	TireReview.com	September	8/1/18	8/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	27,000
D350-08	TireReview.com	October	8/31/18	9/14/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	27,000
D360-01	TommorowsTechnician.com	March	2/1/18	2/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	45,000
D360-02	TommorowsTechnician.com	April	3/1/18	3/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	45,000
D360-03	TommorowsTechnician.com	May	4/2/18	4/16/18	728x90	Dynamic	Website	\$1,100.00	1 Month	45,000
D360-04	TommorowsTechnician.com	June	5/1/18	5/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	45,000
D360-05	TommorowsTechnician.com	July	6/1/18	6/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	45,000
D360-06	TommorowsTechnician.com	September	8/1/18	8/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	45,000
D361-01	TommorowsTechnician.com WEBINAR	October	7/2/18	8/1/18	Webinar Sponsor	Webinar	Website	\$8,230.00	1 Month	780



D370-02	UnderhoodService.com	March	2/1/18	2/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	\$5,000
D370-03	UnderhoodService.com	April	3/1/18	3/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	\$5,000
D370-04	UnderhoodService.com	May	5/1/18	5/15/18	728x90	Fixed Pos. A	Website	\$1,100.00	1 Month	\$5,000
D370-05	UnderhoodService.com	July	6/1/18	6/15/18	728x90	Dynamic	Website	\$1,100.00	1 Month	\$5,000
D371-01	UnderhoodService.com VIDEO	October	8/1/18	8/31/18	Video Sponsorship	Video	Website	\$4,407.00	1 Month	\$5,000
Total Net Media Cost:			\$70,759.95							

#### ADDITIONAL INSTRUCTIONS

##### Send Invoices To:

hiISTORY Media  
1776 Broadway Suite 1610  
New York, NY 10019

Contact: Sean Jareck  
Phone: 212.246.5520  
Email: sjareck@hiistory.com

##### Creative Agency:

TFI Envision, Inc.  
111 Westport Avenue  
Norwalk, CT 06851  
Contact: Catherine Smith  
Phone: 203.845.0700 x10  
Email: catherine@tfienvision.com

#### TERMS

**Materials:** Materials for each individual insertion will be sent directly from the advertiser to the publisher by the Materials Due Date listed above unless otherwise specified.

**Invoices:** All invoices must be sent to hiISTORY Media only at the address above and NOT to advertiser. Include IO Number on all invoices, otherwise invoice will be sent back without processing.

**Other Terms:** hiISTORY Media acts only as an agent for the advertiser and does not guarantee payment from the advertiser, who is solely responsible for payment of this order. hiISTORY Media will bill the advertiser and, upon receipt of payment due, will remit the amount due to media vendor upon payment due date. If hiISTORY Media does not receive payment from the advertiser before the Materials Due Date, then it may cancel this order immediately upon notice and without further obligation to publisher. This IO is for a one time order only and hiISTORY Media may change, modify or cancel any or all parts of this IO without penalty upon written notice (via email, facsimile, or otherwise) to publisher on or prior to space closing and will have no further obligation to publisher. Any unauthorized or incorrect insertions will be the responsibility of the media vendor and not hiISTORY Media or advertiser. If the advertisement runs incorrectly due to any fault of the media vendor neither hiISTORY Media nor advertiser shall be responsible for payment for the advertisement. By accepting this IO, the media vendor understands and agrees to be bound by all terms and conditions contained in this IO. No verbal agreements are recognized by the parties. This is the complete and exclusive understanding of the parties with respect to this transaction. Facsimile or other copies shall be considered as originals. No additional or conflicting terms in any other documents or correspondence shall apply.